

040816019148



Claim #: 640407128904

**AUTHORIZATION TO REFER ME TO A  
LAW FIRM FOR ASSISTANCE IN PURSUING  
SOCIAL SECURITY DISABILITY INSURANCE BENEFITS**

I understand that Metropolitan Life Insurance Company ("MetLife") may refer me to a law firm that specializes in obtaining Social Security Disability Insurance benefits during the course of my claim for disability benefits under my employer's disability benefit plan to assist me in pursuing Social Security Disability Insurance benefits.

I understand that as a result of any referral, I may be contacted by a law firm, but I am under no obligation to retain a law firm's services to pursue Social Security Disability Insurance benefits.

Therefore, to assist me in pursuing Social Security Disability Insurance benefits, I authorize MetLife to make a referral and disclose to a law firm that specializes in obtaining Social Security Disability Insurance benefits the following information: my name, address, telephone number, and Social Security number; the status of my claim (if any) for Social Security Disability Insurance benefits; and the fact that I have a claim for disability benefits under my employer's disability benefit plan, the claim number for such claim, and the identity of my employer.

I understand that I may revoke this authorization at any time by writing to MetLife Disability at P.O. Box 14590, Lexington, KY 40511-4590. If I do not, it will be valid for 12 months.

A photocopy of this authorization is as valid as the original form and I have a right to receive a copy of this authorization on request.

**Signature of Employee**

Date \_\_\_\_\_

**Please sign & mail this form directly to:** Metropolitan Life Insurance Company  
MetLife Disability  
P.O. Box 14590  
Lexington, KY 40511- 4590



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ML0549

claim # 6404018726702008904

**CLAIM FOR APPLICATION OF LTD BENEFITS**

NAME: John Magee

SSN: 088-54-4213

INS #: 620820

PHONE #: 585-624-9306

ADDRESS: 71 Ontario Street

CITY, ST: Honeoye Falls, NY

ZIPCODE: 14472

DOB: 12/7/59

SPOUSE DOB: 8/31/60

DATE HIRED: 2/29/88

PHYSICAL LAST DAY OF WORK: 11/26/2003

LTD OPTION: 70%

IASR: 86100

TERMINATION DATE: 09/17/2004

**REASON FOR TERMINATION:**

Expiration of STD

Expiration of Workers' Compensation \*\*

Laid Off \*\*\*

Discharged

Resigned

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

\*\*Workers' Compensation Monthly Rate: .

\*\*\* Laid Off - TAP Eligible

Estimated TAP Expiration date (MO/YR):

Estimated TAP Monthly Payment:

040714090508

Metropolitan Life Insurance Company

**MetLife®**

MetLife Disability  
PO Box 14590  
Lexington, KY 40511-4590

July 13 2004

JOHN MAGEE  
71 ONTARIO ST  
HONEOYE FALLS, NY 14472

*Re: Kodak Long-Term Disability (LTD) application*  
*Kodak No.: 620820*  
*Claim No.: 640407128904*

Dear Mr. Magee:

In order to file a claim for Kodak LTD benefits, the following forms must be completed and returned to our office as soon as possible:

**MetLife Statement of Claim**

**Attending Physician's Statement of Functional Capacity** Please have your treating physician complete this form in its entirety based on a current medical examination. Please have all your treating physician submit copies of office notes, test results, list of medications and dosages, operation reports and/or discharge summaries, if applicable, laboratory reports, specific restrictions and limitations preventing you from returning to work, and present and future course of treatment. Please contact your physician's office to ensure a prompt response

**Personal Profile Evaluation Form**

**Reimbursement Agreement**

**W-4 Form**

**Electronic Fund Transfer Form (optional)**

**Authorization to Law Firm for SSDIB Assistance**

Once completed, please be sure to mail all of the above forms to our office in one of the enclosed envelopes.

In addition to these forms, the following form is to be submitted to your Human Resource Department and/or Immediate Supervisor for completion. For your convenience we have enclosed a letter to be submitted to your Human Resource Department and/or Immediate Supervisor requesting completion of this form. Once completed, they should forward the form directly to our office in one of the enclosed envelopes.

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**Employer's Statement** Please have your Immediate Supervisor and/or Human Resource Department complete this form in it's entirety based on your occupation and your past education, training and experience.

Upon receipt of these forms, we will begin our review of your claim to determine whether or not you are eligible to receive Long-Term Disability benefits.

AT THIS TIME, YOU SHOULD ALSO APPLY FOR SOCIAL SECURITY DISABILITY INCOME BENEFITS (SSDIB). To apply, call 1-800-772-1213. Once you have received a decision on your SSDIB application, you must immediately provide us with a copy of the decision.

If you have any questions, please feel free to contact our office.

Sincerely,

Laura McManus  
Case Management Specialist  
Met DisAbility  
1-800-300-4296

Enclosure

ML0552

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July 13 2004

JOHN MAGEE  
71 ONTARIO ST  
HONEOYE FALLS, NY 14472

**Re: Kodak Long-Term Disability (LTD) application**  
**Kodak No.: 620820**  
**Claim No.: 640407128904**

In order to file a claim for Kodak LTD benefits, the enclosed Employer's Statement must be completed by either the Supervisor or the Human Resource Representative of the claimant and returned to MetLife as soon as possible.

Please be sure to complete the form in its entirety. Also, please complete the following information so that MetLife may contact you if additional information is needed.

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Fax Number:

\_\_\_\_\_  
Human Resource Representative Name:

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Fax Number:

Both the completed Employers Statement and this form should be faxed or mailed directly to MetLife in the envelope provided.

MetLife

\_\_\_\_\_  
Telephone Number: 1-800-300-4296

\_\_\_\_\_  
Fax Number: 1-866-690-1264

ML0553

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## CLAIM FOR APPLICATION OF LTD BENEFITS

NAME: John Magee

SSN: 088-54-4213

INS #: 620820

PHONE #: 585-624-9306

ADDRESS: 71 Ontario Street

CITY, ST: Honeoye Falls, NY

ZIPCODE: 14472

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SPOUSE DOB: 8/31/60

DATE HIRED: 2/29/88

PHYSICAL LAST DAY OF WORK: 11/26/2003

LTD OPTION: 70%

IASR: 86100

TERMINATION DATE: 09/17/2004

### REASON FOR TERMINATION:

Expiration of STD

Expiration of Workers' Compensation \*\*

Laid Off \*\*\*

Discharged

Resigned

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

\*\*Workers' Compensation Monthly Rate: .

\*\*\* Laid Off - TAP Eligible

Estimated TAP Expiration date (MO/YR):

Estimated TAP Monthly Payment:

# Long-Term Disability

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*This benefit summary regularly uses several terms that have very specific meanings. These terms are defined either in the "Glossary Of Terms" provided earlier in this handbook, or in this summary's "Terms To Know..." section, or in the part of this summary where they apply. Defined terms may or may not be capitalized, or may be singular or plural, when they are used. Also, the rules describing which employees are eligible for the Flex Program are detailed in the applicable definitions included in the "Glossary Of Terms."*

## INTRODUCTION

The **Kodak Long-Term Disability Plan (LTD Plan)** is designed to provide you with continuing income when an extended disability prevents you from working. If you qualify and are approved, LTD benefits begin when your employment with the Company terminates following the exhaustion of your benefits under the STD Plan or WCS Plan. The LTD Plan covers both temporary and permanent disabilities.

The amount of coverage you receive under either of the two available LTD coverage options is based on your IASR, which is an approximation of your annual compensation. As a Flex Plan Employee, you automatically receive coverage under the LTD1 option (55 percent of IASR) which is fully paid for by the Company. You can elect to increase your plan coverage to the LTD2 option (70 percent of IASR), subject to some limitations discussed below under "Enrollment And Effective Dates," but you cannot elect to decline plan coverage (i.e., you cannot decline coverage under the LTD1 option). The payment of benefits under either LTD coverage option is not automatic. You must apply for and be approved to receive plan benefits.

Your LTD benefits, when combined with Social Security payments and certain other benefits (e.g., statutory disability or workers' compensation benefits) for which you may be eligible, will total the maximum monthly benefit allowed under the LTD coverage option in effect when you become disabled — either 55 percent or 70 percent of your IASR. Benefits you receive from disability insurance which you maintain personally will not affect your LTD benefits.

Claims for LTD Plan benefits are administered by MetLife.

## TERMS TO KNOW BEFORE READING THIS BENEFIT SUMMARY

In addition to the terms defined in the "Glossary Of Terms" earlier in this handbook, this benefit summary regularly uses several terms that have very specific meanings. The terms that are used frequently are defined below. Other less frequently used terms are defined in the part of this summary where they apply. Defined terms may or may not be capitalized, or may be singular or plural, when they are used.

LTD is designed to provide you with continuing income when an extended disability prevents you from working.

The payment of LTD benefits is not automatic. You must apply for and be approved to receive benefits.

**Disabled:** You are Disabled when your condition meets all of the following four criteria:

- As a result of your condition, you are totally and continually unable to engage in gainful work, with or without reasonable accommodation. "Gainful work" is paid employment for which you are (or you become) reasonably qualified by education, training or experience, as determined by MetLife;
- You are under the care of a licensed physician who is treating your condition;
- Your condition has lasted 26 weeks or more, or, if your employment is terminated under TAP or a Special Separation Program (involuntary or voluntary) before 26 weeks have passed since your condition arose, MetLife determines that your condition is reasonably expected to last 26 weeks or more; and
- Your condition did not result from your participation in an insurrection, rebellion, or riot, nor did it result from commission of a crime for which you are convicted. Determination of disability status, and approval of a claim, may be delayed pending the results of an investigation or trial relating to such activities.

**MetLife:** MetLife refers to Metropolitan Life Insurance Company.

**Plan:** The Kodak Long-Term Disability Plan is at times referred to in this benefit summary as the "plan."

### ELIGIBILITY

The terms used below to describe which employees are eligible for plan coverage are detailed in the applicable definitions included in the "Glossary Of Terms."

**Employees:** You are eligible for coverage under the LTD Plan if you are a Flex Plan Employee other than a Conditional Employee, LOA Employee or Educational LOA Employee.

**LOA Employees:** If you become an LOA Employee or Educational LOA Employee, your coverage under the LTD Plan is automatically discontinued on the last day of active employment before your leave of absence begins. For information on when your coverage may be reinstated, see the "Leave Of Absence" section below.

**Retirees:** Retirees are not eligible for LTD coverage. However, the LTD benefits of certain LTD Recipients who become Retirees may continue during retirement. For more information, see the "Pension Benefit Offset" under "Benefits" below.

### ENROLLMENT AND EFFECTIVE DATES

**Elections And Effective Dates:** The "Kodak Flexible Benefits Program" summary describes the initial or new hire elections, annual enrollment elections and change in status elections that you are eligible to make as a Flex Plan Employee, when your elections become effective and what coverage you will have under this plan if you did not make an election in a timely manner, subject to the following special rules.

**Annual Enrollment Elections:** If you elect the LTD2 coverage option and you are required to provide proof of good health as described below, your coverage under LTD2 will not begin until the date that MetLife approves your election or the first day of the following year, whichever is later. In the meantime, your coverage under the LTD1 option will continue.

**Change In Status Elections:** Change in status elections must be made within 30 days following a qualifying change in status and be consistent with the qualifying change in status. Examples of events that, according to IRS rules, may be qualifying changes in status for purposes of making or changing an election pertaining to plan coverage at a time other than annual enrollment include (but are not limited to) the following:

See the Flexible Benefits Program Summary for more details on electing coverage.



*Benefit Summaries* — SECURITY FOR TODAY

- your marriage or the filing of an Affidavit of Domestic Partnership<sup>1</sup>;
- your divorce or termination of your Domestic Partnership;
- birth, adoption or placement for adoption of a Dependent Child;
- a child losing or gaining Dependent status under a benefit plan of the Company or another employer; and
- a Dependent gains or loses employment with another employer.

The type of event that occurs will govern the type of change that can be made to your election. If you experience one of the above events or one similar to them, you should contact the Kodak Benefits Center to determine whether you can change your election and, if so, in what manner.

A change in status election to increase your coverage category will begin on the day your election is entered into Kodak's records. However, if your election requires that you submit "proof of good health" as described below, your increased coverage will not begin until MetLife approves it.

A change in status election to decrease your coverage will begin on the day your election is entered into Kodak's records.

**Proof Of Good Health Required For Certain Coverage Increases:** If you increase your coverage to the LTD2 option, you must provide proof of your good health as required by the plan. In this case, coverage under the LTD2 option will not begin until MetLife approves it. In the meantime, your coverage under the LTD1 option will continue in effect until your LTD2 coverage begins. However, if you should become Disabled after you have provided proof of good health but before MetLife approves the increased coverage, you will receive the increased benefit if MetLife would have approved the increased coverage based on the proof of good health you submitted.

No proof of good health is required if you are rehired within 30 days of the time you left the Company, your rehire date was in the same calendar year as your termination date, and you were a participant in the LTD Plan on your termination date. If you are rehired more than 30 days after you left, your rehire date is in the next calendar year, or you were not a participant in the LTD Plan on your termination date, you will automatically be covered by the LTD1 option until you can make a change in status election for LTD2. Your election will be subject to you providing proof of your good health as described above.

**Actively At Work Rule:** If you elect the LTD2 coverage option, that coverage begins when MetLife approves it only if you are "actively at work." If you are not actively at work on the day you make the election, coverage begins on the first day that you are actively at work for a full day. "Actively at work" means that you are not absent on account of illness or injury, you are not on leave of absence, and you are physically capable of performing your job.

## COVERAGE

**Coverage Options:** Table I below shows the options available under this plan:

TABLE I: LTD PLAN OPTIONS	
Option	Maximum Benefit While Disabled
LTD1	55 percent of IASR minus offsets
LTD2	70 percent of IASR minus offsets (minimum benefit of \$100 per month)

Offsets are discussed in "Calculation of Monthly LTD Benefits" under the "Benefits" section below. Under LTD2, even if your offsets are equal to or greater than 70

You are responsible for reporting any changes in status to the Kodak Benefits Center within 30 days following the event.

Long-Term Disability

<sup>1</sup> Refer to the definition of Domestic Partner in the "Glossary of Terms" for additional eligibility

*Benefit Summaries*— SECURITY FOR TODAY

percent of your IASR, you will receive a monthly LTD benefit of \$100 (subject only to withholdings required by law and repayment of any previous overpayment), provided that you are Disabled. Note that benefits paid to you under the LTD Plan are subject to income tax.

You cannot decline coverage under the LTD Plan.

**COVERAGE COSTS AND CONTRIBUTIONS**

As explained in the "Kodak Flexible Benefits Program" summary, the cost of your plan coverage depends upon the option you elect, your age and your IASR. The coverage costs for the various options are set by Kodak each year.

The age used to calculate your annual coverage cost is your age as of December 31 of the previous year.

The IASR used to calculate your annual coverage cost is your IASR as of the later of:

- July 1 of the previous year<sup>2</sup> (usual case);
- the last date you were reclassified from part-time to full-time or from full-time to part-time status; or
- your hire date or the date you transfer to Flex Plan Employee status.

Table II below lists the coverage cost factors for various age groups.

TABLE II: COVERAGE COST FACTORS BY AGE GROUP		
Annual Coverage Cost Factors		
Age	LTD1	LTD2
Under 35	.00122	.00201
35-39	.00151	.00252
40-44	.00183	.00305
45-49	.00266	.00439
50-54	.00395	.00649
55-59	.00520	.00855
60-64	.00367	.00608
65 and over	.00424	.00704

Your annual coverage cost is calculated by multiplying your IASR by the annual coverage cost factor from Table II which corresponds to your age on December 31 before the plan year begins, and rounding the result to the nearest dollar.

**Example:** If you have been a Full-Time Employee since the previous July 1 when your IASR was \$27,500, you are age 41 on December 31 before the next plan year begins, and you elect the LTD2 option for the next plan year, your annual coverage cost for the next plan year is:  $(\$27,500 \times .00305) = \$83.88$ , rounded to \$84.

**Company Contributions:** The company contributions provided under the plan equal the coverage cost for the LTD1 option.

**Paying for Your Coverage:** Election of the LTD2 option will require that pre-tax salary contributions be deducted from your paychecks as provided in the "Kodak Flexible Benefits Program" summary. Your deductions will be in approximately equal amounts throughout the year.

The enrollment communications you receive each year specify the actual bi-weekly salary contribution amount that will be payable for your plan election. This amount represents the difference between the annual coverage cost for LTD2 and your company contributions for that option, divided by 26.

The cost of your coverage depends upon the option you elect, your age and your IASR.

The company contributions under the plan equal the coverage cost for the LTD1 option.

<sup>2</sup> You must be employed on January 1 of a year for your new IASR to take effect.

**BENEFITS**

**Initial Eligibility For Benefits:** To qualify for LTD Plan benefits, you must apply for the benefits and be Disabled while plan coverage is in effect.

**Benefit Eligibility Date:** If you are Disabled and apply for plan benefits, you become eligible for LTD benefits beginning on the day immediately following the date on which your employment terminates following the **later** of:

- the day on which your benefits (other than state-mandated disability benefits) under the STD Plan or WCS Plan are exhausted; or
- the day your FMLA leave benefits are exhausted, following the exhaustion of your STD or WCS benefits and any vacation benefits if allowed.

Alternatively, if your employment is terminated while you are receiving STD or WCS benefits, you qualify for benefits under TAP and you continue to be Disabled, you become eligible to apply for LTD benefits; and if approved, your LTD benefit would be effective on the day following your TAP termination date, even though you may not have exhausted your STD or WCS benefits.

**Before You Can Receive Any LTD Benefits, MetLife Must Approve Your Claim:**

Your monthly LTD benefits will begin if MetLife approves your claim, but not before your benefit eligibility date. Any benefits due to you for the period between your benefit eligibility date and the date of your first monthly LTD benefit will be paid to you retroactively in a lump sum with your first monthly LTD benefit. No interest will be paid on the retroactive amount.

Before you receive any LTD benefits, MetLife must approve your claim.

**Continued Eligibility For Benefits:** Your continued eligibility for LTD benefits is periodically reviewed by MetLife. You must cooperate with, and respond to, requests made by MetLife relating to the review and administration of your claim. If you do not do so, your monthly LTD benefits may be suspended or terminated.

**No later than 30 days after the day you are notified that your claim for LTD benefits has been approved, you must apply for Primary Social Security Disability Insurance Benefits and, if applicable, Family Social Security Disability Insurance Benefits, unless you have already done so.** If Social Security denies your or your family's claim, you must appeal the denial and continue to pursue the appeal as long as you continue to receive LTD benefits. You may request assistance from MetLife or use your own attorney to pursue a retroactive Social Security Disability Insurance Benefits award. If you do not, your LTD benefits may be suspended or terminated. In determining the amount to be repaid to the plan as the result of a retroactive Social Security award, MetLife may reduce the repayment by reasonable attorney's fees incurred in the pursuit of the appeal.

Additionally, the receipt of any retroactive Social Security or Workers' Compensation award would require an immediate notification to MetLife and a repayment to MetLife of any LTD benefits paid to date that have been duplicated in either retroactive award.

**Calculation Of Monthly LTD Benefits:** Your monthly LTD benefit amount is based on three factors:

- the LTD coverage option in effect when your STD or WCS benefits end;
- your IASR used to calculate your maximum monthly LTD benefit; and
- your offsets (listed in Table III).

The IASR used to calculate your monthly LTD benefit is the same as the IASR used to calculate your current annual coverage cost. (Prior to July 1, 2002, the IASR used to calculate the monthly LTD benefit is the greater of your IASR on the day your STD benefits end or the IASR used to calculate your coverage cost.)

"Offsets" are benefits which you are **eligible** to receive from specific sources, such as Social Security and Workers' Compensation while you are Disabled and which reduce your LTD benefit. LTD benefits under the plan are designed to supplement

LTD benefits are designed to supplement any offset payments you receive to ensure that your total income from offsets and LTD benefits is no less than 55% or 70% of your IASR.

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your offsets to ensure that your total income from offsets and LTD benefits while you are Disabled is no less than 55 percent or 70 percent of your IASR, depending upon whether you have coverage under LTD1 or LTD2. Offsets for which you are eligible will be counted toward your maximum benefits under the plan, whether or not you actually apply for and receive them, so it is important that you apply for any offsets for which you are eligible. Unless you actually receive Social Security retirement benefits or Kodak retirement benefits before age 65, you will not be considered to be eligible for them until you reach age 65.

The following are two examples which compare benefit calculations under LTD1 and LTD2 options:

**Example 1:** Assume that your IASR when you become Disabled for purposes of the plan is \$30,000 per year (or \$2,500 per month). Suppose also that you and your dependents are eligible for Social Security disability benefits totaling \$1,000 per month, and you are not eligible for any other benefits that qualify as offsets. Your monthly LTD benefit would be \$375 under LTD1 and \$750 under LTD2.

EXAMPLE 1		
	LTD1	LTD2
<b>Maximum Monthly Benefit</b>		
LTD1 (55 percent x \$2,500)	\$1,375	
LTD2 (70 percent x \$2,500)		\$1,750
<b>(-) Offsets</b>		
Social Security	-\$1,000	-\$1,000
<b>Monthly LTD Benefit</b>	<b>\$375</b>	<b>\$750</b>

**Example 2:** Assume the same facts as in Example 1, but that, in addition to Social Security benefits, you are also eligible for Workers' Compensation benefits (\$1,200 per month).

EXAMPLE 2		
	LTD1	LTD2
<b>Maximum Monthly Benefit</b>		
LTD1 (55 percent x \$2,500)	\$1,375	
LTD2 (70 percent x \$2,500)		\$1,750
<b>(-) Offsets</b>		
Social Security	-\$1,000	-\$1,000
Workers' Compensation	-\$1,200	-\$1,200
Total Offsets	(\$2,200)	(\$2,200)
<b>Monthly LTD Benefit</b>	<b>\$ -0-</b>	<b>\$100</b>

Under these circumstances, you would receive no monthly LTD benefit under the LTD1 option because the offsets total more than the maximum monthly benefit. The same is true for LTD2; however, under LTD2 you are guaranteed to receive a monthly LTD benefit of \$100 (subject only to withholdings required by law and overpayment deductions) so your monthly LTD benefit under LTD2 would be \$100.

All offsets are described below and listed in Table III that follows. Income or benefits you receive from sources other than those designated as offsets will not affect your monthly LTD benefit.

**Social Security Offset:** Because of delays involved in processing applications for Social Security benefits (old age or disability benefits), you may become eligible for



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monthly LTD benefits before you are notified of the outcome of your Social Security claim. In that case, MetLife will estimate what your Social Security benefits will be, and use that estimate as an offset until the actual figure is determined by Social Security. Once you have received a decision on your Social Security application, you must immediately provide a copy to MetLife.

When Social Security notifies you of the outcome of your claim, your monthly LTD benefit will be adjusted to reflect the actual offset. If you were underpaid up to that time (because the estimate of your Social Security benefits was too high), any amount due to you will be paid in a lump sum. If, on the other hand, your monthly LTD benefits were too high, you must repay any overpayment. An overpayment might occur because:

- the estimate of your Social Security benefits was lower than your actual Social Security award; or
- you were paid the full 55 percent or 70 percent of your IASR due to an initial denial of Social Security benefits, and you were later approved for Social Security disability benefits.

If you do not repay the overpayment, your monthly LTD benefits will be withheld and applied to the amount you owe until it is fully paid.

If Social Security denies or approves your claim for benefits, you are required to immediately notify MetLife. Mail a copy of the denied or approved notice to MetLife. If denied, you must file an appeal within 30 days if MetLife determines that an appeal is warranted.

**Workers' Compensation Offset:** The LTD Plan covers your disability, whether it occurs on or off the job. However, in the case of an on-the-job injury or illness that causes disability, you may be eligible for Workers' Compensation benefits. Workers' Compensation income replacement benefits are considered offsets. If those benefits are paid to you in a lump sum, MetLife will calculate the offset by dividing the lump-sum award by the number of weeks or months that it is meant to compensate you for, and adjust that to a monthly offset figure.

**Rehabilitative Employment Offset:** While you are Disabled, you may (with MetLife's prior written approval) also receive earnings from non-Company employment intended to help restore you to gainful employment. Such employment may be approved for up to one year and may be extended if circumstances warrant. To encourage rehabilitative employment, an amount equal to only 50 percent of your rehabilitative earnings will be deducted as an offset from your monthly LTD benefit. You must report your rehabilitative earnings to MetLife each month.

**Pension Benefit Offset:** Generally, your LTD benefits will stop when you reach age 65, normal retirement age. However, you may be eligible to receive both LTD benefits and retirement benefits as stated in the following situations:

- If you elect early retirement while you are an LTD Recipient, and live until the retirement date set forth in your written election, any retirement benefit you receive while on LTD will be offset, thereby reducing your LTD benefit.
- If you qualify for Older Workers' Benefit Protection Act (OWBPA) benefits, because your LTD benefit start date was on or after age 62, refer to Table IV to determine the maximum number of months that your LTD benefits could be paid. Your LTD benefit will be reduced at age 65 by the amount of your retirement benefit, or in the event that you do not elect to receive retirement benefits, your monthly LTD benefit will be offset by the amount of retirement benefits you would have received if you had elected to retire at that time.

If you elect a lump sum retirement benefit under KRIP (whether Traditional KRIP or Cash Balance), the monthly retirement benefit you would have received (if you had elected the straight-life annuity form of payment) will be calculated and treated as an offset.

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KRIP is a defined benefit pension plan, so KRIP benefits are offsets and reduce your LTD benefits. However SIP and KESOP are not defined benefit pension plans, so SIP and KESOP payouts are not considered offsets.

**TAP Offset:** If your employment is terminated due to layoff under TAP while you are receiving STD benefits, and if you subsequently qualify for LTD benefits, any TAP benefit you receive will be an offset. The amount of the TAP offset applied to your LTD benefit will be the gross amount of your TAP benefit before any deduction for offsets required under TAP.

**TABLE III: OFFSETS THAT REDUCE YOUR LTD BENEFITS**

1. Social Security benefits, including benefits payable to your family as a result of your disability or reaching retirement age.
2. Workers' Compensation income replacement benefits (but not impairment awards, medical reimbursement, and survivor benefits).
3. State disability benefits, whether paid through a company-sponsored plan or otherwise.
4. 50 percent of earnings from any work you do (outside Kodak) in the course of rehabilitation from your disability (rehabilitative employment must be approved by MetLife in advance).
5. Any benefits payable to you under a Kodak-sponsored pension plan.
6. Any TAP benefits for which you are eligible due to layoff (before deducting offsets under TAP).

**Adjustments To Monthly LTD Benefits Due To Changes To Your Offsets:** Your monthly LTD benefits will be recalculated and adjusted up or down if your offsets change, except in certain situations. For instance, your monthly LTD benefits will be adjusted if your Social Security benefits change as the result of:

- an appeal of a determination made by Social Security;
- an increase or decrease in the number of your dependents who are eligible for Social Security benefits; or
- a cut-back or termination of your Social Security benefits not attributable to any fault on your part.

On the other hand, your monthly LTD benefits will not be adjusted if your Social Security benefits change as the result of:

- a cost of living adjustment; or
- termination of your Social Security benefits due to an act or failure to act on your part (e.g., you refuse to be examined by a physician).

You must notify MetLife within 30 days of any change in your offsets that affect your monthly LTD benefits.

**Termination Of Benefits:** If MetLife determines that you are no longer eligible for LTD benefits, your benefits will be terminated. In addition, any coverage under the Kodak Medical Assistance Plan, KRx, Kdent, and KLifePlus Basic will terminate along with your LTD benefits.

If you are not eligible because you are no longer Disabled (for reasons other than engaging in gainful work), benefits will terminate after the second monthly LTD benefit payment following the end of your disability. But, your monthly LTD benefits will terminate immediately upon:

- a finding that you are no longer Disabled because you are engaging in gainful work; or
- a determination by MetLife that you have failed to comply with reasonable requests relating to administration of your claim. If such termination was

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preceded by a period during which benefits were suspended because of your failure to comply with the reasonable requests, benefits will be considered terminated as of the date the suspension began.

If your LTD benefits terminate for either reason above, you must repay any benefits already paid to you (prorated by day) which relate to the period after termination. For instance, if you receive a monthly LTD benefit of \$300 for the month of June, but you engage in gainful work beginning on June 15th through the end of the month, you must repay \$150 of the benefit you received.

If your benefit eligibility date occurs before you reach age 62, your monthly LTD benefits will end after payment for the month in which you reach age 65 (i.e., the normal retirement age under KRIP).

If your benefit eligibility date occurs on or after the date you reach age 62, your monthly LTD benefits will end after the month in which you have received LTD benefits for the number of months corresponding to your age on your benefit eligibility date according to Table IV.

TABLE IV	
Age As of Eligibility Date	Benefit Maximum Duration Of Benefit Period
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69-74	12 months
75 and older	6 months

LTD Plan benefits stop after payment of the monthly LTD benefits for the month in which you die.

**Waiver Of Benefits:** If you are eligible for benefits under the LTD Plan, or if you are receiving LTD Plan benefits, and you choose to commence your KRIP benefits, you will be required to waive your rights to any LTD benefits unless you are eligible for early retirement under KRIP. An election to waive benefits is irrevocable. To obtain an LTD waiver form, contact the Kodak Benefits Center.

#### CLAIMS AND PAYMENT OF BENEFITS

The procedures used by the plan to process benefit claims are detailed in the "Procedures For Plan Claim And Appeals" summary provided later in this handbook. You should review that summary whenever you submit a claim for plan benefits.

Benefits are not paid automatically. Your LTD claim must be submitted to, and approved by, MetLife before you can receive LTD benefits. You will be notified of the process for applying for LTD benefits when your STD or WCS benefits reduce to approximately 16 weeks or less.

The best time to file your claim for your LTD benefits is at least four months before your STD or WCS benefits expire. In most cases, this will allow enough time for your claim to be considered so that, if you are eligible, monthly LTD benefits can begin on your termination date. At this time, or earlier, you should also file a claim for Social Security disability benefits, if you have not already done so.

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With your claim for LTD benefits, you will have to supply a report from your physician, and perhaps other documentation of your condition and how it came about. You will also be required to sign a reimbursement agreement stating that you will repay any overpayment of LTD benefits that might occur.

**YOUR LTD CLAIM MUST BE SUBMITTED WITHIN ONE YEAR AFTER YOUR STD OR WCS BENEFITS END, OR WITHIN ONE YEAR AFTER YOUR EMPLOYMENT WITH THE COMPANY ENDS, WHICHEVER COMES FIRST.**

After your initial monthly LTD benefit payment, benefits are paid to you at the beginning of each subsequent month for which you are eligible. If you have been overpaid any LTD benefits, and you do not repay the overpayment, subsequent monthly LTD benefits will be withheld and applied to the overpayment until it is fully repaid.<sup>3</sup>

Your monthly LTD benefits will be reduced by any amounts required by law to be withheld (e.g., federal income tax withholding), and any amounts necessary to recover a prior overpayment of LTD benefits.

**NO ASSIGNMENT OF BENEFITS**

Generally, all monthly LTD benefits are paid to you. You may not assign your LTD Plan coverage or benefits. However, if you become physically or mentally incapable of handling your financial affairs, LTD benefits may be paid to another person or institution on your behalf if MetLife is provided with proof that the person or institution has been designated as your legal representative.

**TERMINATION OF COVERAGE**

**Your Eligibility For Coverage Ends:** Your LTD Plan coverage automatically ends on the last day you are actively at work immediately prior to the day on which you stop being eligible for coverage for any reason, including (but not limited to) the following:

- the first day of a leave of absence;
- the day your employment ends;
- the day you are transferred to an employment classification that is not eligible to participate in the Kodak Flexible Benefits Program;
- the day you are transferred to an employer that does not participate in the Kodak Flexible Benefits Program; or
- the day you die.

Except as provided in "Termination Of Benefits" under the "Benefits" section above, a LTD Recipient who becomes a Retiree will no longer be eligible for coverage under the LTD plan.

**Termination Of Plan:** Your coverage will immediately end if the LTD Plan is terminated.

**Forfeiture:** If LTD Plan coverage ends during a period for which you have paid for coverage, you will not receive a refund of any portion of the coverage cost for which you have already paid.

**Other Benefits:** LTD Recipients may also be eligible for coverage under other Company-sponsored plans. For details, refer to "Long-Term Disability" in benefit plan summaries that contain such a section.

**NO CONVERSION OF COVERAGE**

You cannot convert your LTD Plan coverage to individual coverage.

<sup>3</sup> If your monthly LTD benefits terminate before an overpayment is repaid to the plan, the plan has the right to pursue legal action to recover the amount overpaid from you, your legal representatives or your estate.



*Benefit Summaries*— SECURITY FOR TODAY**LEAVE OF ABSENCE**

Your plan coverage stops while you become an LOA Employee or Educational LOA Employee. Your plan coverage will start again on the first day you are actively at work as an eligible Employee after your leave of absence ends. For more information, contact the Kodak Benefits Center to request a leave of absence package specific to the type leave you are considering.

**PLAN IDENTIFICATION**

The Kodak Long-Term Disability Plan is sponsored and maintained on a self-insured basis by Eastman Kodak Company, 343 State Street, Rochester, NY 14650-1112. Kodak's Employer Identification Number, assigned by the Internal Revenue Service, is 16-0417150. The plan number, assigned by Kodak, is 532. The plan was established and is effective as of January 1, 1993, and has been changed from time to time. This benefit summary reflects the terms of the plan in effect at the time of publication unless otherwise specified. Financial records are maintained on a calendar year basis with each plan year ending December 31.

As a self-insured plan, LTD Plan benefits are paid from the general assets of Eastman Kodak Company. MetLife assists in the administration of the plan under an administrative services agreement with Kodak. In accordance with that agreement, MetLife acts as the claims administrator, performing such duties as reviewing claims for the purpose of approving, adjusting or denying benefits, and issuing benefit payments.

By law, the Kodak Long-Term Disability Plan is classified as an employee welfare benefit plan providing disability benefits. The plan administrator is the Director, Worldwide Benefits, located at the above address (telephone: 585-724-4800). However, if you have questions or concerns about the plan, you are urged to first call the Kodak Benefits Center.

The plan administrator is the designated agent for service of legal process. Legal process may also be served on the Metropolitan Life Insurance Company at One Madison Avenue, New York, NY 10010.

**Plan Document Controls:** If there is a conflict between this plan's benefit summary and its plan document, the plan document will control. See the "General Plan Information" summary at the beginning of this handbook part to find out how to get a copy of the plan document.

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**Appendix A**

**Kodak Pre-Flex Long-Term Disability Plan**

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## **1. INTRODUCTION**

### **1.1 Name**

The name of the Plan is the Kodak Pre-Flex Long-Term Disability Plan.

### **1.2 Purpose**

The Kodak Pre-Flex Long-Term Disability Plan, combined with certain legally mandated disability benefits, replaces a portion of an eligible employee's salary during a prolonged period of total (but not necessarily permanent) Disability.

Effective December 31, 1992, enrollment in the Kodak Pre-Flex Long-Term Disability Plan was closed to all persons except Caribbean Employees. Those persons eligible for Benefits as of December 31, 1992 will continue to receive those Benefits so long as they qualify under the terms of the Plan.

## **2. DEFINITIONS**

The terms used in this Plan have the following meanings unless a different meaning is clearly required by the context.

### **2.1 Adjusted Employment Date**

"Adjusted Employment Date" means an employment date which has been adjusted by the Employer, e.g., to reflect reinstatement of prior Service upon return to active employment following a termination of employment. When no termination of employment has occurred, Adjusted Employment Date is the same as Current Employment Date.

### **2.2 Average Shift Allowance**

"Average Shift Allowance" is the average of hourly shift allowances paid to an Employee as compensation for work performed during evening or night hours.

### **2.3 Average Weekly Hours**

"Average Weekly Hours" means a weekly average obtained by dividing all hours worked plus all paid absence hours in the previous 52 weeks by weeks out of the last 52 weeks where work was performed or a paid absence occurred.

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## **2.4 Benefits**

"Benefits" means the long-term disability benefits calculated pursuant to Article 5 and paid pursuant to Article 4.

## **2.5 Caribbean Employee**

"Caribbean Employee" means an Employee of Kodak Caribbean, Limited.

## **2.6 Claims Administrator**

"Claims Administrator" means a person who has entered into an administrative services agreement with Kodak in accordance with which such person is responsible for the administration of claims, or, in the absence of such person, Kodak. The name and address of the Claims Administrator is set forth in Section 8.1.

## **2.7 Code**

"Code" means the Internal Revenue Code of 1986, as amended.

## **2.8 Cooperative Intern**

"Cooperative Intern" means an Employee who is a college student pursuing studies of interest to the Employer and who generally works a full-time schedule on an alternate work/school block basis.

## **2.9 Conditional Employee**

"Conditional Employee" means an exempt or nonexempt employee who is in an evaluation period during the first 12 months (6 months at Kodak Colorado Division) of employment. A Conditional Employee is hired for a position where it is expected that work needs to be done on a sustained basis. At the end of the evaluation period, the individual may be reclassified as a Regular Full-Time Employee or a Regular Part-Time Employee, or terminated. The Conditional Employee classification does not include individuals who are hired as Regular Full-Time or Regular Part-Time Employees for designated nonexempt positions requiring specialized skills, training or experience.

## **2.10 Current Employment Date**

"Current Employment Date" means the first day of work in the latest period of Continuous Service.

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## **2.11 Disability or Disabled**

"Disability" or "Disabled" means a condition fulfilling the following requirements:

- (a) The condition results in a Participant's total and continual inability to engage in Gainful Work; and
- (b) Due to the condition, the Participant remains under the care of a licensed physician; and
- (c) The condition did not result from the Participant's participation in an insurrection, rebellion or riot, or the Participant's commission of a crime of which he is convicted in a court of law; and
- (d) The condition:
  - (1) Has lasted for a continuous period of 26 weeks or more inclusive of time during which the Participant was an STD Recipient or he received WCIB; or
  - (2) With respect to an STD Recipient whose employment is involuntarily terminated as a result of a layoff under TAP or a Special Separation Program, the condition has lasted for less than 26 weeks, but reasonably can be expected to last at least 26 weeks, or to result in death within 26 weeks.

## **2.12 Employee**

"Employee" means any person who is reported on the payroll records of the Company in the United States as a common law employee and compensated for services in the form of an hourly wage or salary. The term "Employee" also includes certain persons employed outside the United States as determined by the Plan Administrator.

An Employee shall continue to be treated as an Employee for all purposes under the Plan while the Employee is receiving Short-Term Disability Benefits or Workers' Compensation Income Benefits, subject to any special rules set forth in the Plan.

For purposes of clarification only, and not to limit the generality of the foregoing definition, the term "Employee" does not include, among other persons: independent contractors, leased employees (within the meaning of Section 414(n) of the Code), or persons whose employment has terminated on account of retirement, long-term disability or Leave of Absence.

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### **2.13 Employer**

"Employer" means Kodak and its following subsidiaries and affiliates:

Eastman Gelatine Corporation  
Kodak Caribbean, Limited

### **2.14 ERISA**

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

### **2.15 Family Social Security Disability Insurance Benefits**

"Family Social Security Disability Insurance Benefits" means benefits payable under Social Security on behalf of the spouse or children of a Participant, in addition to the Participant's Primary Social Security Disability Insurance Benefits.

### **2.16 Gainful Work**

"Gainful Work" means paid employment for which a person is, or becomes, reasonably qualified by education, training, or experience, and which is more than transitory in nature, as determined by Kodak. Notwithstanding the foregoing, "Gainful Work" does not include Rehabilitative Employment.

### **2.17 Insurance Annual Salary Rate**

"IASR" or "Insurance Annual Salary Rate" means:

- (a) An Employee's individual (hourly) rate in effect on a particular day, plus the Average Shift Allowance in effect on the same day, multiplied by:
  - (1) 2,080 hours for:
    - (A) Regular Full-Time Employees
    - (B) Full-Time Special Program Employees
    - (C) Full-Time Conditional Employee
  - (2) Moving Average Weekly Hours in effect that day (or normal scheduled weekly hours up to 40 if the Employee had not been

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employed for the full year immediately preceding that day) multiplied by 52 for:

- (A) Nonexempt Regular Part-Time Employees
- (B) Nonexempt Part-Time Special Program Employees
- (C) Nonexempt Part-Time Conditional Employees

- (3) Normal scheduled weekly hours in effect on that day multiplied by 52 for:

- (A) Exempt Regular Part-Time Employees
- (B) Exempt Part-Time Special Program Employees
- (C) Exempt Part-Time Conditional Employees

- (4) 1,040 hours for:

- (A) Cooperative Interns
- (B) All Employees, other than regular part-time physicians, whose moving Average Weekly Hours or normal scheduled hours is less than 20.

- (b) An Employee's IASR is rounded to the nearest \$100.
- (c) When an Employee's employment classification changes from a part-time class to a full-time class described above, or from a full-time class to a part-time class described above, the hours component of IASR is adjusted as of the date of such reclassification for purposes of determining Benefits.
- (d) Because the individual rate for certain commission-eligible employees is reduced below the normal rate for their applicable salary grade, IASR is adjusted by multiplying the individual rate times the commission calculating factor for the appropriate commission plan specified in the Kodak Commission Compensation Plan (Compensation Plan No. 2C1).
- (e) Because the base salary rate for each Employee eligible for certain management performance incentives is reduced below the normal rate for his applicable salary grade, IASR is adjusted to reflect what the normal rate would be in the absence of the reduction under the management performance incentive arrangement.
- (f) To the extent that IASR is includable in the definition of "compensation" found in Section 414(s) of the Code, IASR of Participants whose benefits are funded through the Kodak Welfare Benefit Plans Trust will not exceed



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\$200,000 or the indexed amount set forth in applicable federal regulations, in accordance with Section 505(b)(7) of the Code.

**2.18 Kodak**

"Kodak" means Eastman Kodak Company.

**2.19 Leave of Absence**

"Leave of Absence" means a period of absence from work approved by the Employer under a leave of absence plan of the Employer.

**2.20 LTD Benefit Date**

"LTD Benefit Date" means, with respect to a Participant with a Disability, the day immediately following the earlier of the following:

- (a) The date on which the Participant's employment with the Employer terminates following:
  - (1) The day on which he or she exhausts all benefits payable to him or her under any short-term disability plan of the Employer (other than State Disability Benefits);
  - (2) The day on which he or she exhausts all accrued vacation benefits payable to him immediately following the exhaustion of all benefits described in Section 2 above, provided that, before he or she ceased to be an STD Recipient, the Participant elected to receive such accrued vacation benefits in other than a lump sum. If the Participant does not so elect and accrued vacation benefits are paid in a lump sum, his or her LTD Benefit Date will be the day following the day on which he or she exhausts all benefits payable under any short-term disability plan of the Employer (other than State Disability Benefits); and
  - (3) the day on which he or she exhausts the period of leave to which he or she is entitled under the Family and Medical Leave Act of 1993 immediately following the exhaustion of all benefits described in Section 2 above.
- (b) The date on which the Participant ceases to be an STD Recipient due to involuntary termination of his or her employment with the Employer as the result of layoff under TAP or a Special Separation Program.



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**2.21 LTD Payee**

"LTD Payee" means a Participant who is entitled to receive Benefits (or would be entitled to receive Benefits but for offsets and deductions). Although entitlement to Benefits may not be determined until some time after the Participant's LTD Benefit Date, upon such a determination he is deemed to be an LTD Payee as of his LTD Benefit Date.

**2.22 Medical Department**

"Medical Department" means one or more medical departments of Kodak.

**2.23 Monthly Benefit Payment**

"Monthly Benefit Payment" means the monthly installment of a benefit calculated and paid in accordance with the terms of the Plan.

**2.24 Normal Retirement Date**

"Normal Retirement Date" means the "normal retirement date" as that term is defined in the Kodak Retirement Income Plan (Benefit Plan No. 1R.01) or another Company-sponsored defined-benefit pension plan (intended to be qualified under Section 401 of the Internal Revenue Code) under which the individual in question receives or is eligible to receive retirement benefits.

**2.25 Participant**

"Participant" means a person with coverage under the Plan. Persons eligible for coverage are described in Article 3.

**2.26 Pension Plan**

"Pension Plan" means the Kodak Retirement Income Plan (Benefit Plan No. 1R.01) or other retirement plan of the Employer that is a defined-benefit pension plan intended to be qualified under Section 401 of the Code.

**2.27 Plan**

"Plan" means this Kodak Pre-Flex Long-Term Disability Plan (Benefit Plan No. 1D.02), as it may be amended.

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**2.28 Primary Social Security Disability Insurance Benefits**

"Primary Social Security Disability Insurance Benefits" means benefits payable to an LTD Payee under Social Security on account of his disability.

**2.29 Regular Full-Time Employee**

"Regular Full-Time Employee" means an Employee who does not fall into another employment classification and who works a regular schedule of:

- (a) 40 work hours or more (scheduled hours not pay hours) per week (shorter time periods pursuant to local custom; where required by law, or by the Employee's health); or
- (b) Alternative work schedules which average 40 or more work hours over the course of the rotation (e.g., alternating 36 and 48-hour work weeks comprised of 12 hour days).

**2.30 Regular Part-Time Employee**

"Regular Part-Time Employee" means an Employee who does not fall into another employment classification and who works a regular schedule of less than 40 work hours per week.

**2.31 Rehabilitative Earnings**

"Rehabilitative Earnings" means wages received from Rehabilitative Employment.

**2.32 Rehabilitative Employment**

"Rehabilitative Employment" means employment outside the Employer engaged in by an LTD Payee which is intended to help restore him to Gainful Work, and which has been pre-approved by Kodak, so long as that approval is in force.

**2.33 Service, Continuous Service, Adjusted Service**

"Service" means the elapsed days, months, and years since the Employee's Adjusted Employment Date.

"Continuous Service" is the period of elapsed days, months, and years of Service which has not been interrupted since the Employee's Current Employment Date, including but not limited to Service with an affiliate recognized by Kodak. The resumption of

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employment immediately following a Leave of Absence, military service, or the Cooperative Intern program means that Continuous Service has not been interrupted.

"Adjusted Service" is the aggregate of days, months, and years of Service credit resulting from the linkage of the current span of employment with one or more spans of prior Service which have qualified for reinstatement. (Thirty days equate to one month; twelve months equate to one year.) The qualification for Service reinstatement is established by the leaving reason assigned to the prior Service span. Within the controlled group of Kodak corporations, Adjusted Service includes any Service recognized by any affiliate unless preempted by contractual agreements.

**2.34 Social Security**

"Social Security" means the Social Security Act of 1935, as amended, codified at 42 U.S.C. §§ 301 et. seq.

**2.35 Special Program Employee**

"Special Program Employee" means an Employee who is one of the following:

- (a) High School Co-op. A "High School Co-op" means an Employee who is a high school senior working a part-time schedule (normally 20 hours per week, but more hours may be worked during vacation or school breaks, following graduation, or where school conditions permit). A High School Co-op is limited to 9 months of employment (a school year) except where 12 months is needed in special situations.
- (b) High School Intern. A "High School Intern" means an Employee who is a high school student working a full-time schedule during summer vacations (including the summer immediately following graduation) and is generally limited to 8 weeks of employment.
- (c) General Summer Employee. A "General Summer Employee" means an Employee who is hired on a full-time or part-time basis for the summer following the completion of at least one year of college. Employment of any person as a General Summer Employee is limited to two summers.
- (d) PRIS2M. A "PRIS2M" means an Employee who is a third- or fourth-year high school student with a mathematics and science major, who generally works a part-time schedule (usually for 8 weeks).

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- (e) Summer (College) Intern. A "Summer (College) Intern" means an Employee who is a college student pursuing studies of interest to the Employer, who generally works a full-time schedule during the summer.
- (f) Teacher Intern. A "Teacher Intern" means an Employee who is a high school or college teacher hired on a full-time basis, generally for a minimum of 10 weeks up to the length of the summer break.
- (g) IT2 Intern. A "IT2 Intern" means an Employee who is a disabled person working full time in a 10-week training program.

**2.36 Special Separation Program**

"Special Separation Program" means a reduction in the work force designated as a Special Separation Program by Kodak's Board of Directors, a committee of such Board, or the management of Kodak.

**2.37 SSDIB or Social Security Disability Insurance Benefits**

"SSDIB" or "Social Security Disability Insurance Benefits" are Family Social Security Disability Insurance Benefits or Primary Social Security Disability Insurance Benefits.

**2.38 State Disability Benefits**

"State Disability Benefits" means the benefits for which a person is eligible pursuant to the statutory disability benefits law of any state, whether or not such benefits are payable under a short-term disability plan of the Employer.

**2.39 STD Benefits or Short-Term Disability Benefits**

"STD Benefits" or "Short-Term Disability Benefits" means the payment of benefits under the Kodak Short-Term Disability Plan (Benefit Plan No. 1D.01) or any other short-term disability plan of the Employer.

**2.40 STD Recipient**

"STD Recipient" means any Employee who is receiving benefits under any short-term disability plan of the Employer.

**2.41 TAP or Termination Allowance Plan**

"TAP" or "Termination Allowance Plan" means the Kodak Termination Allowance Plan (Benefit Plan No. 1T.01).

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## **2.42 WCIB or Workers' Compensation Income Benefits**

"WCIB" or "Workers Compensation Income Benefits" means those benefits (exclusive of impairment awards, medical reimbursement or survivor's benefit) payable pursuant to the workers' compensation law of any state, whether or not a person is actually receiving such benefits.

## **3. PARTICIPATION AND ELIGIBILITY**

### **3.1 Eligibility**

- (a) **In General.** Eligibility for the plan was closed as of December 31, 1992 for all persons except Caribbean Employees. LTD Payees receiving Benefits on December 31, 1992 shall continue to receive such Benefits so long as they qualify under the terms of the Plan.
- (b) **Caribbean Employees.** Caribbean Employees who meet the following requirements are automatically covered under the Plan as of the date described in Section 3.2:
  - (1) The Caribbean Employee is a Regular Full-time Employee, Regular Part-time Employee or Conditional Employee.
  - (2) The Caribbean Employee is not on a Leave of Absence.
  - (3) The Caribbean Employee has completed at least one year of Continuous Service or Adjusted Service, except that this requirement shall be waived with respect to a Disability for which Workers' Compensation Income Benefits are payable.

### **3.2 Eligibility Effective Date**

A Caribbean Employee becomes a Participant on the first day immediately following the date on which all applicable conditions of eligibility are met.

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#### **4. CLAIMS AND PAYMENT OF BENEFITS**

##### **4.1 Claim for Benefits**

- (a) **How Claims Must Be Submitted.** A Participant must submit a Claim to the Claims Administrator in such form as the Claims Administrator shall prescribe.
- (b) **When Claims Must Be Submitted.** A Claim must be received by the Claims Administrator within one year after the earlier of: (1) the date the Participant ceases to be an STD Recipient; or (2) the date the Participant's employment is terminated. Claims received after that date will be denied.
- (c) **Notification of Claim Disposition.** A Claimant shall be notified of the disposition of a Claim by the Claims Administrator. If a Claim is allowed, the Claimant will be notified in writing of the amount and starting date of the Monthly Benefit Payments.

##### **4.2 Benefits Provided Under the Plan**

Upon the establishment of an LTD Benefit Date with respect to a Participant, the Benefit shall be payable in accordance with this Article 4, subject to all terms, conditions and limitations of the Plan.

##### **4.3 Payment of Benefits**

- (a) **Amount and Form of Payment.** Benefits shall be calculated in accordance with Article 5 and paid to the LTD Payee by the Claims Administrator through Monthly Benefit Payments.
- (b) **Application for Social Security Benefits.** In order initially to qualify for Benefits, a Participant must submit a claim for Social Security Disability Insurance Benefits within 30 days of his or her LTD Benefit Date, except where the Participant's life expectancy at that time is less than six months.
- (c) **Commencement of Benefits.** An LTD Payee shall receive his Benefit through prospective Monthly Benefit Payments beginning on or about the first day of the calendar month following the later of his LTD Benefit Date or the date on which his claim is approved, subject to the provisions of this Section 4.4 and Section 4.5. The Monthly Benefit Payment for the month in which the LTD Benefit Date occurs shall be prorated if necessary. Benefits due with respect to the period between the LTD Benefit Date and

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the date of the first Monthly Benefit Payment, if any, shall be paid in a lump sum (without interest thereon) with the first Monthly Benefit Payment.

- (d) **Incapacity.** Monthly Benefit Payments are made to the LTD Payee except if, as the result of incapacity, a personal representative is appointed for the LTD Payee in compliance with the law of the State in which the LTD Payee resides, Monthly Benefit Payments may be made to such personal representative.
- (e) **No Assignment of Benefits.** Benefits under the Plan cannot be assigned to another party.
- (f) **Recovery of Overpayments.** The Claims Administrator shall notify the LTD Payee of any overpayment and make arrangements for repayment. Such arrangements may include a lump-sum payment from the LTD Payee. If an LTD Payee has an outstanding overpayment, unless the Claims Administrator has agreed to other arrangements for repayment and the LTD Payee complies with such arrangements, subsequent Monthly Benefit Payments shall be withheld and applied against such overpayment until it is fully repaid. If Monthly Benefit Payments terminate before an overpayment is repaid to the Plan, the Plan Administrator may pursue legal action to recover the unpaid amount.

#### **4.4 Duration of Benefits**

Benefits will be paid until the earliest of the following occurs:

- (a) The LTD Payee is no longer Disabled (e.g., he or she engages in Gainful Work);
- (b) Death of the LTD Payee;
- (c) Failure of the LTD Payee to meet any one of the requirements set forth in the Plan as a condition to receiving Benefits;
- (d) With respect to an LTD Payee whose Disability commenced prior to his 62nd birthday, his Normal Retirement Date;



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- (e) With respect to an LTD Payee whose Disability commenced on or after his 62nd birthday, the date on which he has received Benefits for the number of months shown on the table below:

<b>Age When Disability Commenced</b>	<b>Duration of Benefits</b>
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 - 74	12 months
75 and older	6 months

**4.5 Rehabilitative Employment**

Subject to the approval of the Employer, an LTD Payee may engage in Rehabilitative Employment for up to one year. An extension may be granted if special circumstances warrant. Approval of Rehabilitative Employment is made jointly by the Employer's employee benefits department and the Medical Department.

**5. CALCULATION OF BENEFITS****5.1 IASR Used to Calculate Benefits**

IASR used to calculate the Benefit of an LTD Payee who is receiving Benefits as of December 31, 1992 shall not change so long as that person remains an LTD Payee. For Participants who become LTD Payees on or after January 1, 1993, Benefits will be based on the greater of:

- (a) IASR calculated as of the LTD Benefit Date; or
- (b) IASR calculated as of the later of: (i) January 1 of the Plan Year in which the Disability occurs or (ii) the date the Participant becomes eligible for coverage under the Plan.



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## 5.2 Formula for Benefit

Benefits shall equal 40 percent of IASR determined per Section 2.17, reduced by the sum of the following:

- (a) 50 percent of his estimated, or actual if known, Primary Social Security Disability Insurance Benefits, except when no SSDIB application is required pursuant to Section 2.17;
  - (1) 100 percent of Workers' Compensation Income Benefits;
  - (2) 100 percent of State Disability Benefits;
  - (3) 50 percent of any Rehabilitative Earnings;
  - (4) 100 percent of payments made pursuant to TAP while the Participant's claim for Benefits was pending; and
  - (5) 100 percent of any retirement benefits described in Section 5.4.
- (b) **Social Security Offset.** Prior to the final determination of the Participant's SSDIB, his Benefits shall be reduced by an estimated SSDIB, as determined by the Claims Administrator. When the Participant's SSDIB is approved or disapproved, his Benefits shall be recalculated, based on the actual amount of SSDIB approved. If Benefits were underpaid, the Employer shall pay the retroactive amount in a lump sum along with the following month's adjusted Monthly Benefit Payment. If Benefits were overpaid, the Claims Administrator shall contact the Participant to arrange for reimbursement of the overpayment in a lump sum. If repayment is not made in a lump sum, subsequent Monthly Benefit Payments shall be withheld and applied against such overpayment until it is fully recovered (see Section 4.3). Subsequent Monthly Benefit Payments shall be based on the approved SSDIB.

If SSDIB is denied, the Participant must appeal the denial not later than 60 days from the date of his denial notice. If SSDIB is denied again, such Participant must continue to reapply for SSDIB to remain qualified for Benefits, unless this requirement is waived by the Claims Administrator.

From time to time SSDIB is increased. Any such increase made after the Participant's LTD Benefit Date will not affect the amount of his Benefits. However, increases or decreases in SSDIB because of a change in Family Social Security Benefits may affect the Participant's Benefits if the Benefits

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were, or become, subject to the 70 percent limitation described in Section 5.2.

- (c) **Workers' Compensation Offset.** WCIB are sometimes paid as a lump-sum in lieu of future regular weekly ("periodic") payments. In such cases, reduction of a Participant's Benefits shall be based on the specific dollar amount of weekly liability and the period of time the payment is intended to cover, as such amount and period are defined by the board or other entity approving the WCIB. When the defined period ends, the WCIB reduction is eliminated. No "schedule" award for permanent partial impairment of limbs, extremities, vision or hearing -- whether lump sum or weekly -- is offset against Benefits.
- (d) **Certain Reductions in Payments.** Notwithstanding any provision to the contrary in the Plan, Monthly Benefit Payments will be reduced by:
  - (1) Any amounts as necessary to comply with the limitation set forth in Section 5.3;
  - (2) Any amounts required by law to be withheld including, but not limited to, any applicable federal, state and local income tax withholdings, and garnishments; and
  - (3) All or part of any overpayment, until such overpayment has been fully repaid.

### **5.3 Limitation (70%)**

Benefits calculated in accordance with Section 5.1 will be reduced, if necessary, so that Benefits plus all Social Security Disability Insurance Benefits, Workers' Compensation Income Benefits, and State Disability Benefits will not exceed 70% of the LTD Payee's IASR. For purposes of calculating whether Benefits must be reduced so as not to exceed 70% of IASR, Rehabilitative Earnings are excluded.

### **5.4 Reduction for Pension Plan Benefits**

- (a) In the event an LTD Payee voluntarily elects to receive payment of retirement benefits from the Pension Plan, regardless of the LTD Payee's age, his Monthly Benefit Payments shall be reduced each month:
  - (1) by an amount equal to the monthly annuity actually paid to him from the Pension Plan; or

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- (2) if the LTD Payee elects to receive his retirement benefits in the form of a lump sum, by an amount equal to the equivalent monthly annuity payable at the LTD Payee's retirement date under the straight life annuity form of payment under the Pension Plan.
- (b) If an LTD Payee has not elected to begin receiving retirement benefits under the Pension Plan, the LTD Payee's Monthly Benefit Payment shall be reduced by an amount equal to the normal form of monthly retirement benefits payable at the LTD Payee's Normal Retirement Date, if the LTD Payee:
  - (1) has reached his Normal Retirement Date;
  - (2) is eligible to continue to receive Benefits beyond his Normal Retirement Date, pursuant to Section. 4.3; and
  - (3) defers commencement of his Pension Plan benefits.

## **6. EMPLOYMENT STATUS**

A Participant is terminated from the payroll at the end of the workday immediately preceding his LTD Benefit Date. Eligibility for State Disability Benefits does not extend the termination date.

An LTD Payee who recovers may apply for reemployment with the Employer. Such person shall not have a preference over other applicants as a result of their receiving Benefits of this Plan. Should such person become a Caribbean Employee, he or she may become covered as a Participant if all eligibility requirements under the Plan are met. Should such person become an Employee other than a Caribbean Employee, he or she would not become a Participant in this Plan, but may be eligible for coverage under the Kodak Long-Term Disability Plan (Benefit Plan No. 1D.04) if all of the eligibility requirements under that plan are met.

## **7. COST AND FUNDING**

### **7.1 Cost of Plan Coverage**

The cost of Plan coverage shall be paid for by the Employer. Employees make no contributions to the Plan.

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## 7.2 Funding

- (a) **In General.** Benefits shall be paid from the general assets of the Employer except insofar as Benefits are paid from a trust established in accordance with Section 7.2(b). Nothing herein shall be construed to require the Employer, the Plan Administrator named in Section 8.1, or any other person to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

The Employer shall make funds available to the Claims Administrator for the payment of Benefits. The claims administrator, under an agreement with Kodak, determines the amount of a Participant's Benefits in accordance with the Plan provisions. The Claims Administrator issues the payment for all approved claims, regardless of the source of funding.

- (b) **Establishment of a Trust.** Kodak may, but shall not be required to, establish one or more trusts, including one or more trusts that are tax exempt under Section 501(c)(9) of the Code, to hold some or all contributions and to pay some or all Benefits under the Plan. In addition, any such trust may reimburse the Employer for Benefits paid by the Employer acting as agent for the trustee of such trust. The governing instrument of any such trust shall permit the Employer to obtain a refund of any amounts erroneously contributed to the trust, to the extent such refund is permitted under ERISA and the Code. No individual Participant shall have an interest in or claim against the assets of any such trust.
- (c) **Nondiscrimination Rules.** If any trust is established in accordance with Section 7.2(b) that is tax exempt under Section 501(c)(9) of the Code, the Plan and such trust shall comply with the nondiscrimination rules of Section 505 of the Code. In addition, no Benefits shall be payable from such trust to a Participant who is a "highly compensated individual" within the meaning of Section 505(b) of the Code. Benefits payable to such a Participant shall be paid from the general assets of the Employer.

## 7.3 Administration Expenses

All administrative expenses of the Plan are paid directly by the Employer except to the extent that the payment of such amounts is permitted by the trust established in accordance with Section 7.2(b).

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## **8. ADMINISTRATION AND GENERAL PROVISIONS**

### **8.1 General Information**

The Plan is sponsored and maintained on an uninsured basis by the Eastman Kodak Company, 343 State Street, Rochester, New York 14650. The Plan Administrator is the Director, Worldwide Benefits, Eastman Kodak Company, located at this same Kodak address, telephone (585) 724-4800. Kodak's Employer Identification Number, assigned by the Internal Revenue Service, is 16-0417150 and the Plan Number, assigned by Kodak, is 506. Financial records are maintained on a calendar-year basis, with each Plan year ending December 31. By law, the Plan is classified as a "welfare" type of benefit plan.

Metropolitan Life Insurance Company, One Madison Avenue, New York, New York, is currently serving as Claims Administrator. The Claims Administrator assists in the administration of the Plan pursuant to an administrative service agreement which provides for such services as reviewing claims for the purpose of approving or denying Benefits, issuing payment checks, and assisting in general planning.

Kodak has entered into a trust agreement creating the Kodak Welfare Benefit Plans Trust pursuant to Section 501(c)(9) of the Code. The Chase Manhattan Bank, N.A., One Chase Square, Rochester, New York, serves as a trustee and holds the assets of the trust pursuant to the trust agreement. Fund assets held by the trustee may not be used for any purpose other than for the exclusive benefit of persons entitled to Benefits and for reasonable expenses of administering the Plan.

The Plan Administrator is the agent for service of legal process and is located at the above Kodak address, telephone (585) 724-4800. Legal process may also be served on the Claims Administrator, or on the trustee, The Chase Manhattan Bank, N.A.

### **8.2 Plan Amendment, Suspension, or Termination**

- (a) **Plan Amendment, Suspension, or Termination** Eastman Kodak Company may amend, suspend, or terminate the Plan in whole or in part at any time, for any reason.
- (b) **Distribution of Plan Assets Upon Termination.** Upon termination of the Plan, Plan assets will be applied, as directed by the Plan administrator, for the exclusive benefit of Participants and or for the payment of death, short-term disability, or other benefits within the meaning of Section 501(c)(9) of the Code, and the payment of reasonable expenses of administering the Plan.

**BENEFIT PLAN 1D.02****Kodak Pre-Flex Long-Term Disability Plan****Effective Date: August 1, 2002****As Amended: August 28, 2002****Page 20****8.3 Claims Review Procedure**

The Plan Administrator shall maintain a procedure under which any Participant whose claim for Benefits has been denied will receive written notice which clearly sets forth the specific reason or reasons for such denial, the specific Plan provision or provisions on which the denial is based, any additional information necessary for the claimant to perfect the claim, if possible, an explanation of why such additional information is necessary, and an explanation of the Plan's claim review procedure. Said procedure shall allow a claimant at least 60 days after receipt of the written notice of denial to request a review of such denied claim, and the Plan Administrator, or his designated representative, shall make the decision based on such review within 60 days (120 days if specific circumstances require more time) of the receipt of the request for review. The decision on review shall be in writing and shall clearly describe the reasons for the decision of the Plan Administrator or his designated representative. In reviewing any claim, the Plan Administrator or his designated representative shall have full discretionary authority to determine all questions arising in the administration, interpretation, and application of the Plan, including any ambiguities in Plan language. In all such cases, the decision of the Plan Administrator or his designated representative shall be final and binding upon all parties.

**8.4 Governing Law**

This document shall be construed in accordance with the laws of New York State, except where the law of some other jurisdiction must be applied in respect of individual Participants or those claiming under or through them, and except as such laws are preempted by ERISA.

**8.5 Gender and Number**

A pronoun or adjective in the masculine gender includes the feminine gender, the singular includes the plural, and the plural includes the singular, unless the context indicates otherwise.

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**Appendix A**

**APPENDIX A**

Notwithstanding any provision in the Plan to the contrary, the Plan Administrator may, in his or her sole discretion, designate particular groups associated with a current or former affiliate of Eastman Kodak Company as being eligible to participate in the Plan. Such groups may include, but are not limited to, retirees, LTD recipients, former employees who were terminated pursuant to a layoff or divestiture, or former employees who are eligible for continued health care coverage under COBRA. The Plan Administrator shall determine which provisions of the Plan apply to the member of such a group, provided that all similarly situated members are treated in a uniform and non-discriminatory manner.